

Lease Agreement

Borrego Springs Fire Department and Santa Monica Community College District (KCRW)

This Agreement will set forth the arrangement between Santa Monica Community College District (SMCCD), which owns and operates public radio station KCRW and Borrego Springs Fire Department, 2324 Stirrup Road, Borrego Springs, California 92004-0898 (BSFD) regarding a site lease.

WHEREAS, SMCCD possesses a construction permit issued by the Federal Communications Commission for a FM Broadcast Translator station (K225BA) to serve the Borrego Springs area and,

WHEREAS, BSFD owns and operates a tower and transmitter building (the Premises) that will accommodate the technical equipment (the Facilities) required by SMCCD to transmit and operate K225BA; and,

WHEREAS, SMCCD desires to locate its antenna and transmitting equipment at the BSFD premises;

NOW, THEREFORE, each party agrees to, and accepts by signature below, the following terms and conditions:

BSFD shall grant to SMCCD a lease (the Lease) of specific space on and in the Premises. This is described as, but not limited to, vertical antenna space on the tower, space in the BSFD building for transmitter equipment, and space for necessary wires and cables (the Leased Space).

The Leased Space will consist primarily of 19 vertical feet of space, spanning the section from approximately 32' - 51' above ground level on the North leg of the tower. 51' is approximately 5 feet below the existing Cingular/AT&T Wireless cellular telephone antenna. Attachment A to this Agreement is the drawing to the tower and indicates the Leased Space on it.

BSFD agrees to not allow any other antennas or structures to be mounted within this space on any leg or face of the tower other than those proposed for SMCCD and KPBS.. The Lease Space also will include approximately 12 square feet of floor space inside the Premises for SMCCD Facilities equipment and transmission line.

SMCCD will be responsible for the installation, maintenance and payment for the utilities, including electricity and telephone, necessary for operations of the Facilities.

The Lease shall become effective from the date of the execution of this Agreement and last for one (1) year. SMCCD shall have the right to exercise subsequent renewal periods no later than 30 days prior to the expiration date. Each subsequent renewal period shall be for a four (4) year term. SMCCD may exercise up to five (5) subsequent renewal periods totaling twenty (20) years per this Agreement.

The Lease payment will be \$300.00 per month, payable in annual installments of \$3600.00 in advance. Payment shall be delinquent sixty (60) days after date the Agreement and annually thereafter.

It is understood and agreed that SMCCD ability to use the Premises is dependent on SMCCD obtaining all of the permits, licenses, and other approvals, which may be required from federal, state or local authorities. If any application by SMCCD for such permit, license or approval is finally denied or rejected, or if any such permit, license or approval is canceled or expires, or is otherwise withdrawn or terminated, then SMCCD shall have the right to terminate the Lease. In the event of the foregoing, SMCCD shall provide BFSF thirty (30) day written notice of its intent to exercise its right to terminate.

Not later than sixty (60) days following the expiration or termination of this Lease, SMCCD shall remove the Facilities and restore the Premises to its original condition, reasonable wear and tear and damages beyond the control of or without the fault or neglect of SMCCD excepted.

SMCCD agrees that the installation and operation of the Facilities shall not interfere with the normal operations, communications and other activities of BFSF or that of other lessees of BFSF, provided that other lessees operations predate that of SMCCD.

BFSF agrees that SMCCD shall be considered a primary tenant on the Premises and be granted the same rights and privileges as the existing primary tenants. This includes, but is not limited to, reasonable protection against any interference to or disruption of its operations. BFSF shall not allow any future or existing tenant to install equipment on the Premises that will cause interference to SMCCD equipment, receptions, transmissions, broadcast or operations.

The parties agree to mutually indemnify, defend and hold each other harmless from any and all claims, actions, damages, liability and/or expense arising from or out of any occurrence reasonably related to the performance of this Agreement.

The Lease (and its subsequent renewals) may not be terminated by BFSF, except for non-payment of rent by SMCCD under the terms in Paragraph 9 above.

BSFD agrees to submit annual invoices to SMCCD at the station's primary address at KCRW, 1900 Pico Blvd, Santa Monica, CA 90405 with the reference: Attn: Cheryl Gee - Radio Tower Lease. BSFD will submit monthly invoices until the lease payment is fulfilled.

This Agreement may be amended in writing and such amendments will be in effect only after being signed by both parties.

This Agreement is not assignable by either party in whole or in part without the prior written consent of the other party.

This Agreement and its Attachments constitute the entire agreement between the parties with regard to the Lease.

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any controversy between the parties arising out of or relating to this Agreement or the breach of this Agreement, shall be settled by arbitration, in accordance with the rules then in effect of the American Arbitration Association. The arbitration proceedings shall take place in the County of San Diego, California and the decision shall be final. The parties shall equally share any arbitration costs.

The signatories to this Agreement warrant that they are legally empowered to commit to any and all provisions in this Agreement. Each party represents and warrants that it has the right to enter into and perform this Agreement, that it has taken all necessary action to authorize the execution and delivery of this Agreement and that this Agreement does not and will not violate any other contract or agreement with regard to the Facilities and/or the Leased Space.

In Witness whereof, the parties have executed this Agreement as of the date of the last signed counterpart hereof.

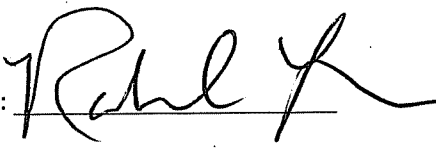
Agreed:

For BSFD

By: _____

Date: _____

For SMCCCD

By:  Date: 7/10/2007

Randal Lawson, Executive Vice President
Santa Monica Community College District